



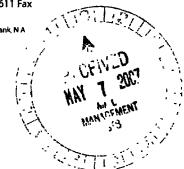
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SURFACE TRANSPORTATION BUARD

North Houston Commercial Banking MAC T5136-060 21 Waterway Avenue, Suite 600 The Woodlands, TX 77380 281 362-6610 281 362-6611 Fax

Wells Fargo Bank, N A



March 5, 2007

Surface Transportation Board Office of the Secretary 1925 K Street, NW Washington, D.C. 20423-0001

Ladies and Gentlemen:

Enclosed please find an original and one copy/counterpart of the document(s) described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a security agreement, a primary document, dated March 5, 2007

We request this security agreement by cross-indexed.

The names and addresses of the parties to the documents are as follows:

Debtor:

TRANSPORTATION EQUIPMENT, LLC

16225 Park Ten Place, Suite 800

Houston, Texas 77084

Secured Party:

WELLS FARGO BANK, NATIONAL ASSOCIATION

1000 Louisiana

Houston, Texas 77002

Enclosed is a Third Party Security Agreement from Teix Holdings, Inc. to Wells Fargo Bank, National Association, and dated March 5, 2007 covering specific goods described as follows:

See Exhibit A attached hereto.

Also, enclosed is a check in the amount of \$30.00 payable to the order of Surface Transportation Board covering the recordation fee.

Please return the original and any extra copies not needed by the Board for recordation to Wells Fargo Bank, National Association, MAC #C7300-034, 1740 Broadway, 3rd Floor, Denver, CO 80274.

Thank you for your attention with this matter.

Very truly yours,

WELLS FARGO BANK,

NATIONAL ASSOCIATION

By:

Charles Calvin, Vice President

From: Dyring, Lisa M.

Sent: Thursday, June 14, 2007 9:09 AM

To: Jones, Sharon L.; Sexton, Dale; Trujillo, Dina

Cc: Calvin, William C.

Subject: Surface Board of Transportation

It was very nice speaking with all of you yesterday. As we discussed, the filing fee for the Board of Surface Transportation has increased \$5.00 per filling. We sent three letters for filing for the loans listed below. Karen January called from the Board requesting an additional \$5.00. I am sending a WEPOD to cover these fees. Please mail an official check to Ms. January. Please note, their address changed.

TRANSPORTATION EQUIPMENT, LLC OBLIGOR NO. 90-5277672-1 \$5.00

TEIX HOLDINGS, INC. OBLIGOR NO. 90-5276530-2 \$10.00

KAREN JANUARY BOARD OF SURFACE TRANSPORTATION 395 EAST STREET SW WASHINGTON, D.C. 20423

If you have any questions, please do not hesitate to contact me.

Thank you everyone for your assistance!!!

Lisa Dyring Senior Relationship Associate Wells Fargo Bank, N.A. 21 Waterway Avenue, Suite 600 The Woodlands, TX 77380 Direct: 281-362-6647

Fax: 281-362-6611

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WELLS FARGO

SURFACE TRANSPORTATION BOARD

THIRD PARTY SECURITY AGREEMENT SPECIFIC GOODS

1. GRANT OF SECURITY INTEREST. In consideration of any credit or other financial accommodation heretofore, now or hereafter extended or made to **Transportation Equipment**, **LLC** ("Borrowers"), or any of them, by WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank"), and for other valuable consideration, as security for the payment of all Indebtedness of Borrowers to Bank, the undersigned **Teix Holdings**, **Inc.** ("Owner") hereby grants and transfers to Bank a security interest in the following described goods, tools, machinery, furnishings, furniture and other equipment of Owner, wherever located, whether in the possession of Owner or any other person and whether located on Owner's property or elsewhere, and all improvements, replacements, accessions and additions thereto and embedded software included therein (collectively called "Collateral"):

See Exhibit A attached hereto, all terms of which are incorporated herein by this reference,

together with whatever is receivable or received when any of the Collateral or proceeds thereof are sold, leased, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, including without limitation, (a) all accounts, contract rights, chattel paper (whether electronic or tangible), instruments, promissory notes, documents, general intangibles, payment intangibles and other rights to payment of every kind now or at any time hereafter arising from any such sale, lease, collection, exchange or other disposition of any of the foregoing, (b) all rights to payment, including returned premiums, with respect to any insurance relating to any of the foregoing, and (c) all rights to payment with respect to any claim or cause of action affecting or relating to any of the foregoing (hereinafter called "Proceeds"). The word "Indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of Borrowers, or any of them, heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, including under any swap, derivative, foreign exchange, hedge, deposit, treasury management or other similar transaction or arrangement, and whether Borrowers may be liable individually or jointly, or whether recovery upon such indebtedness may be or hereafter becomes unenforceable.

- 2. CONTINUING AGREEMENT; REVOCATION; OBLIGATION UNDER OTHER AGREEMENTS. This is a continuing agreement and all rights, powers and remedies hereunder shall apply to all past, present and future Indebtedness of each of the Borrowers to Bank, including that arising under successive transactions which shall either continue the Indebtedness, increase or decrease it, or from time to time create new Indebtedness after all or any prior Indebtedness has been satisfied, and notwithstanding the death, incapacity, dissolution, liquidation or bankruptcy of any of the Borrowers or Owner or any other event or proceeding affecting any of the Borrowers or Owner. This Agreement shall not apply to any new Indebtedness created after actual receipt by Bank of written notice of its revocation as to such new Indebtedness; provided however, that loans or advances made by Bank to any of the Borrowers after revocation under commitments existing prior to receipt by Bank of such revocation, and extensions, renewals or modifications, of any kind, of Indebtedness incurred by any of the Borrowers or committed by Bank prior to receipt by Bank of such revocation, shall not be considered new Indebtedness. Any such notice must be sent to Bank by registered U.S. mail, postage prepaid, addressed to its office at Houston RCBO, 1000 Louisiana, Houston, TX 77002, or at such other address as Bank shall from time to time designate. The obligations of Owner hereunder shall be in addition to any obligations of Owner under any other grants or pledges of security for any liabilities or obligations of any of the Borrowers or any other persons heretofore or hereafter given to Bank unless said other grants or pledges of security are expressly modified or revoked in writing; and this Agreement shall not, unless expressly herein provided, affect or invalidate any such other grants or pledges of security.
- 3. OBLIGATIONS JOINT AND SEVERAL; SEPARATE ACTIONS; WAIVER OF STATUTE OF LIMITATIONS; REINSTATEMENT OF LIABILITY. The obligations hereunder are joint and several and independent of the obligations of Borrowers, and a separate action or actions may be brought and prosecuted against Owner



whether action is brought against any of the Borrowers or any other person, or whether any of the Borrowers or any other person is joined in any such action or actions. Owner acknowledges that this Agreement is absolute and unconditional, there are no conditions precedent to the effectiveness of this Agreement, and this Agreement is in full force and effect and is binding on Owner as of the date written below, regardless of whether Bank obtains collateral or any guaranties from others or takes any other action contemplated by Owner. Owner waives the benefit of any statute of limitations affecting Owner's liability hereunder or the enforcement thereof, and Owner agrees that any payment of any Indebtedness or other act which shall toll any statute of limitations applicable thereto shall similarly operate to toll such statute of limitations applicable to Owner's liability hereunder. The liability of Owner hereunder shall be reinstated and revived and the rights of Bank shall continue if and to the extent that for any reason any amount at any time paid on account of any Indebtedness secured hereby is rescinded or must otherwise be restored by Bank, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, all as though such amount had not been paid. The determination as to whether any amount so paid must be rescinded or restored shall be made by Bank in its sole discretion; provided however, that if Bank chooses to contest any such matter at the request of Owner, Owner agrees to indemnify and hold Bank harmless from and against all costs and expenses, including reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Bank's in-house counsel to the extent permissible), expended or incurred by Bank in connection therewith, including without limitation, in any litigation with respect thereto.

- 4. OBLIGATIONS OF BANK. Any money received by Bank in respect of the Collateral may be deposited, at Bank's option, into a non-interest bearing account over which Owner shall have no control, and the same shall, for all purposes, be deemed Collateral hereunder.
- 5. REPRESENTATIONS AND WARRANTIES.
- 5.1 Owner represents and warrants to Bank that: (a) Owner's legal name is exactly as set forth on the first page of this Agreement, and all of Owner's organizational documents or agreements delivered to Bank are complete and accurate in every respect; (b) Owner is the owner and has possession or control of the Collateral and Proceeds; (c) Owner has the exclusive right to grant a security interest in the Collateral and Proceeds; (d) all Collateral and Proceeds are genuine, free from liens, adverse claims, setoffs, default, prepayment, defenses and conditions precedent of any kind or character, except the lien created hereby or as otherwise agreed to by Bank, or heretofore disclosed by Owner to Bank, in writing; (e) all statements contained herein are true and complete in all material respects; (f) no financing statement covering any of the Collateral or Proceeds, and naming any secured party other than Bank, is on file in any public office; and (g) Owner is not in the business of selling goods of the kind included within the Collateral subject to this Agreement, and Owner acknowledges that no sale or other disposition of any Collateral, including without limitation, any Collateral which Owner may deem to be surplus, has been or shall be consented to or acquiesced in by Bank, except as specifically set forth in writing by Bank.
- 5.2 Owner further represents and warrants to Bank that: (a) the Collateral pledged hereunder is so pledged at Borrowers' request; (b) Bank has made no representation to Owner as to the creditworthiness of any of the Borrowers; and (c) Owner has established adequate means of obtaining from each of the Borrowers on a continuing basis financial and other information pertaining to Borrowers' financial condition. Owner agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect Owner's risks hereunder, and Owner further agrees that Bank shall have no obligation to disclose to Owner any information or material about any of the Borrowers which is acquired by Bank in any manner.

COVENANTS OF OWNER.

6.1 Owner agrees in general: (a) to indemnify Bank against all losses, claims, demands, liabilities and expenses of every kind caused by property subject hereto; (b) to permit Bank to exercise its powers; (c) to execute and deliver such documents as Bank deems necessary to create, perfect and continue the security interests contemplated hereby; (d) not to change Owner's name, and as applicable, its chief executive office, its principal residence or the jurisdiction in which it is organized and/or registered without giving Bank prior written

notice thereof; (e) not to change the places where Owner keeps any Collateral or Owner's records concerning the Collateral and Proceeds without giving Bank prior written notice of the address to which Owner is moving same; and (f) to cooperate with Bank in perfecting all security interests granted herein and in obtaining such agreements from third parties as Bank deems necessary, proper or convenient in connection with the preservation, perfection or enforcement of any of its rights hereunder.

- 6.2 Owner agrees with regard to the Collateral and Proceeds, unless Bank agrees otherwise in writing: (a) that Bank is authorized to file financing statements in the name of Owner to perfect Bank's security interest in Collateral and Proceeds: (b) to insure the Collateral with Bank named as loss payee, in form, substance and amounts, under agreements, against risks and liabilities, and with insurance companies satisfactory to Bank; (c) to operate the Collateral in accordance with all applicable statutes, rules and regulations relating to the use and control thereof, and not to use the Collateral for any unlawful purpose or in any way that would void any insurance required to be carried in connection therewith; (d) not to permit any security interest in or lien on the Collateral or Proceeds, including without limitation, liens arising from repairs to or storage of the Collateral, except in favor of Bank; (e) to pay when due all license fees, registration fees and other charges in connection with any Collateral; (f) not to remove the Collateral from Owner's premises except in the ordinary course of Owner's business; (g) not to sell, hypothecate or otherwise dispose of, nor permit the transfer by operation of law of, any of the Collateral or Proceeds or any interest therein; (h) not to rent, lease or charter the Collateral; (i) to permit Bank to inspect the Collateral at any time; (i) to keep, in accordance with generally accepted accounting principles, complete and accurate records regarding all Collateral and Proceeds, and to permit Bank to inspect the same and make copies thereof at any reasonable time; (k) if requested by Bank, to receive and use reasonable diligence to collect Proceeds, in trust and as the property of Bank, and to immediately endorse as appropriate and deliver such Proceeds to Bank daily in the exact form in which they are received together with a collection report in form satisfactory to Bank; (I) not to commingle Proceeds or collections thereunder with other property; (m) to give only normal allowances and credits and to advise Bank thereof immediately in writing if they affect any Collateral or Proceeds in any material respect; (n) in the event Bank elects to receive payments of Proceeds hereunder, to pay all expenses incurred by Bank in connection therewith, including expenses of accounting, correspondence, collection efforts, reporting to account or contract debtors, filing, recording, record keeping and expenses incidental thereto; and (o) to provide any service and do any other acts which may be necessary to maintain, preserve and protect all Collateral and, as appropriate and applicable, to keep the Collateral in good and saleable condition and repair, to deal with the Collateral in accordance with the standards and practices adhered to generally by owners of like property, and to keep all Collateral and Proceeds free and clear of all defenses, rights of offset and counterclaims.
- POWERS OF BANK. Owner appoints Bank its true attorney-in-fact to perform any of the following powers, which are coupled with an interest, are irrevocable until termination of this Agreement and may be exercised from time to time by Bank's officers and employees, or any of them, whether or not any of the Borrowers or Owner is in default: (a) to perform any obligation of Owner hereunder in Owner's name or otherwise; (b) to give notice to account debtors of others of Bank's rights in the Collateral and Proceeds, to enforce or forebear from enforcing the same and make extension or modification agreements with respect thereto; (c) to release persons liable on Proceeds and to give receipts and acquittances and compromise disputes in connection therewith; (d) to release or substitute security; (e) to resort to security in any order; (f) to prepare, execute, file, record or deliver notes, assignments, schedules, designation statements, financing statements, continuation statements, termination statements, statements of assignment, applications for registration or like papers to perfect, preserve or release Bank's interest in the Collateral and Proceeds; (g) to receive, open and read mail addressed to Owner; (h) to take cash, instruments for the payment of money and other property to which Bank is entitled; (i) to verify facts concerning the Collateral and Proceeds by inquiry of obligors thereon, or otherwise, in its own name or a fictitious name; (j) to endorse, collect, deliver and receive payment under instruments for the payment of money constituting or relating to Proceeds; (k) to prepare, adjust, execute, deliver and receive payment under insurance claims, and to collect and receive payment of and endorse any instrument in payment of loss or returned premiums or any other insurance refund or return, and to apply such amounts received by Bank, at Bank's sole option, toward repayment of the Indebtedness or replacement of the Collateral; (I) to exercise all rights, powers and remedies which Owner would have, but for this Agreement, with respect to all Collateral and Proceeds subject hereto; (m) to enter onto Owner's premises in inspecting the Collateral; and (n) to do all acts and things

and execute all documents in the name of Owner or otherwise, deemed by Bank as necessary, proper and convenient in connection with the preservation, perfection or enforcement of its rights hereunder.

8. OWNER'S WAIVERS.

- 8.1 Owner waives any right to require Bank to: (a) proceed against any of the Borrowers or any other person; (b) marshal assets or proceed against or exhaust any security held from any of the Borrowers or any other person; (c) give notice of the terms, time and place of any public or private sale or other disposition of personal property security held from any of the Borrowers or any other person; (d) take any other action or pursue any other remedy in Bank's power; or (e) make any presentment or demand for performance, or give any notices of any kind, including without limitation, any notice of nonperformance, protest, notice of protest, notice of dishonor, notice of intention to accelerate or notice of acceleration hereunder or in connection with any obligations or evidences of indebtedness held by Bank as security for or which constitute in whole or in part the Indebtedness secured hereunder, or in connection with the creation of new or additional Indebtedness.
- Owner waives any defense to its obligations hereunder based upon or arising by reason of: (a) any disability or other defense of any of the Borrowers or any other person; (b) the cessation or limitation from any cause whatsoever, other than payment in full, of the Indebtedness of any of the Borrowers or any other person; (c) any lack of authority of any officer, director, partner, agent or any other person acting or purporting to act on behalf of any of the Borrowers which is a corporation, partnership or other type of entity, or any defect in the formation of any of such Borrower; (d) the application by any of the Borrowers of the proceeds of any Indebtedness for purposes other than the purposes represented by Borrowers to, or intended or understood by, Bank or Owner; (e) any act or omission by Bank which directly or indirectly results in or aids the discharge of any of the Borrowers or any portion of the Indebtedness by operation of law or otherwise, or which in any way impairs or suspends any rights or remedies of Bank against any of the Borrowers; (f) any impairment of the value of any interest in any security for the Indebtedness or any portion thereof, including without limitation, the failure to obtain or maintain perfection or recordation of any interest in any such security, the release of any such security without substitution, and/or the failure to preserve the value of, or to comply with applicable law in disposing of, any such security; (g) any modification of the Indebtedness, in any form whatsoever, including any modification made after revocation hereof to any Indebtedness incurred prior to such revocation, and including without limitation the renewal, extension, acceleration or other change in time for payment of, or other change in the terms of, the Indebtedness or any portion thereof, including increase or decrease of the rate of interest thereon: or (h) any requirement that Bank give any notice of acceptance of this Agreement. Until all Indebtedness shall have been paid in full, Owner shall have no right of subrogation, and Owner waives any right to enforce any remedy which Bank now has or may hereafter have against any of the Borrowers or any other person, and waives any benefit of, or any right to participate in, any security now or hereafter held by Bank. Owner further waives all rights and defenses Owner may have arising out of (i) any election of remedies by Bank, even though that election of remedies, such as a non-judicial foreclosure with respect to any security for any portion of the Indebtedness, destroys Owner's rights of subrogation or Owner's rights to proceed against any of the Borrowers for reimbursement, or (ii) any loss of rights Owner may suffer by reason of any rights, powers or remedies of any of the Borrowers in connection with any anti-deficiency laws or any other laws limiting, qualifying or discharging Borrowers' Indebtedness, whether by operation of law or otherwise, including any rights Owner may have to a fair market value hearing to determine the size of a deficiency following any foreclosure sale or other disposition of any real property security for any portion of the Indebtedness.
- 8.3 By signing this Agreement, Owner waives (a) each and every right to which it may be entitled by virtue of any suretyship law, including without limitation, any rights arising pursuant to Rule 31 of the Texas Rules of Civil Procedure, Section 17.001 of the Texas Civil Practice and Remedies Code and Chapter 34 of the Texas Business and Commerce Code, as the same may be amended from time to time, and (b) without limiting any of the waivers set forth herein, any other fact or event that, in the absence of this provision, would or might constitute or afford a legal or equitable discharge or release of or defense to Owner.
- 9. AUTHORIZATIONS TO BANK. Owner authorizes Bank either before or after revocation hereof, without notice to or demand on Owner, and without affecting Owner's liability hereunder, from time to time to: (a) alter,

compromise, renew, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of, the Indebtedness or any portion thereof, including increase or decrease of the rate of interest thereon; (b) take and hold security, other than the Collateral and Proceeds, for the payment of the Indebtedness or any portion thereof, and exchange, enforce, waive, subordinate or release the Collateral and Proceeds, or any part thereof, or any such other security; (c) apply the Collateral and Proceeds or such other security and direct the order or manner of sale thereof, including without limitation, a non-judicial sale permitted by the terms of the controlling security agreement, mortgage or deed of trust, as Bank in its discretion may determine; (d) release or substitute any one or more of the endorsers or guarantors of the Indebtedness, or any portion thereof, or any other party thereto; and (e) apply payments received by Bank from any of the Borrowers to any Indebtedness of any of the Borrowers to Bank, in such order as Bank shall determine in its sole discretion, whether or not such Indebtedness is covered by this Agreement, and Owner hereby waives any provision of law regarding application of payments which specifies otherwise. Bank may without notice assign this Agreement in whole or in part.

- 10. PAYMENT OF PREMIUMS, TAXES, CHARGES, LIENS AND ASSESSMENTS. Owner agrees to pay, prior to delinquency, all insurance premiums, taxes, charges, liens and assessments against the Collateral and Proceeds, and upon the failure of Owner to do so, Bank at its option may pay any of them and shall be the sole judge of the legality or validity thereof and the amount necessary to discharge the same. Any such payments made by Bank shall be obligations of Owner to Bank, due and payable immediately upon demand, together with interest at a rate determined in accordance with the provisions of this Agreement, and shall be secured by the Collateral and Proceeds, subject to all terms and conditions of this Agreement.
- 11. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: (a) any default in the payment or performance of any obligation, or any defined event of default, under (i) any contract or instrument evidencing any Indebtedness, or (ii) any other agreement between any of the Borrowers and Bank, including without limitation any loan agreement, relating to or executed in connection with any Indebtedness; (b) any representation or warranty made by Owner herein shall prove to be incorrect, false or misleading in any material respect when made; (c) Owner shall fail to observe or perform any obligation or agreement contained herein; (d) any impairment of the rights of Bank in any Collateral or Proceeds or any attachment or like levy on any property of Owner; and (e) Bank, in good faith, believes any or all of the Collateral and/or Proceeds to be in danger of misuse, dissipation, commingling, loss, theft, damage or destruction, or otherwise in jeopardy or unsatisfactory in character or value.
- REMEDIES. Upon the occurrence of any Event of Default, Bank shall have and may exercise without demand any and all rights, powers, privileges and remedies granted to a secured party upon default under the Texas Business and Commerce Code or otherwise provided by law, including without limitation, the right (a) to contact all persons obligated to Owner on any Collateral or Proceeds and to instruct such persons to deliver all Collateral and/or Proceeds directly to Bank, and (b) to sell, lease, license or otherwise dispose of any or all Collateral. All rights, powers, privileges and remedies of Bank shall be cumulative. No delay, failure or discontinuance of Bank in exercising any right, power, privilege or remedy hereunder shall affect or operate as a waiver of such right, power, privilege or remedy; nor shall any single or partial exercise of any such right, power, privilege or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. Any waiver, permit, consent or approval of any kind by Bank of any default hereunder, or any such waiver of any provisions or conditions hereof, must be in writing and shall be effective only to the extent set forth in writing. It is agreed that public or private sales or other dispositions, for cash or on credit, to a wholesaler or retailer or investor, or user of property of the types subject to this Agreement, or public auctions, are all commercially reasonable since differences in the prices generally realized in the different kinds of dispositions are ordinarily offset by the differences in the costs and credit risks of such dispositions.

While an Event of Default exists: (a) Owner will deliver to Bank from time to time, as requested by Bank, current lists of all Collateral and Proceeds; (b) Owner will not dispose of any Collateral or Proceeds except on terms approved by Bank; (c) at Bank's request, Owner will assemble and deliver all Collateral and Proceeds, and books and records pertaining thereto, to Bank at a reasonably convenient place designated by Bank; and (d) Bank may, without notice to Owner, enter onto Owner's premises and take possession of the Collateral. Owner further agrees that Bank shall have no obligation to process or prepare any Collateral for sale or other disposition.

- 13. DISPOSITION OF COLLATERAL AND PROCEEDS; TRANSFER OF INDEBTEDNESS. In disposing of Collateral hereunder, Bank may disclaim all warranties of title, possession, quiet enjoyment and the like. Any proceeds of any disposition of any Collateral or Proceeds, or any part thereof, may be applied by Bank to the payment of expenses incurred by Bank in connection with the foregoing, including reasonable attorneys' fees, and the balance of such proceeds may be applied by Bank toward the payment of the Indebtedness in such order of application as Bank may from time to time elect. Upon the transfer of all or any part of the Indebtedness, Bank may transfer all or any part of the Collateral or Proceeds and shall be fully discharged thereafter from all liability and responsibility with respect to any of the foregoing so transferred, and the transferee shall be vested with all rights and powers of Bank hereunder with respect to any of the foregoing so transferred; but with respect to any Collateral or Proceeds not so transferred, Bank shall retain all rights, powers, privileges and remedies herein given.
- 14. NOTICES. All notices, requests and demands required under this Agreement must be in writing, addressed to Bank at the address specified in Section 2 hereof and to Owner at the address of its chief executive office (or principal residence, if applicable) specified below or to such other address as any party may designate by written notice to each other party, and shall be deemed to have been given or made as follows: (a) if personally delivered, upon delivery; (b) if sent by mail, upon the earlier of the date of receipt or 3 days after deposit in the U.S. mail, first class and postage prepaid; and (c) if sent by telecopy, upon receipt.
- 15. COSTS, EXPENSES AND ATTORNEYS' FEES. Owner shall pay to Bank immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Bank's in-house counsel to the extent permissible), expended or incurred by Bank in connection with (a) the perfection and preservation of the Collateral or Bank's interest therein, and (b) the realization, enforcement and exercise of any right, power, privilege or remedy conferred by this Agreement, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Bank or any other person) relating to Owner or in any way affecting any of the Collateral or Bank's ability to exercise any of its rights or remedies with respect thereto.
- 16. SUCCESSORS; ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties; provided however, that Owner may not assign or transfer any of its interests or rights hereunder without Bank's prior written consent. Owner acknowledges that Bank has the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, any Indebtedness of Borrowers to Bank and any obligations with respect thereto, including this Agreement. In connection therewith, Bank may disclose all documents and information which Bank now has or hereafter acquires relating to Owner and/or this Agreement, whether furnished by Borrowers, Owner or otherwise. Owner further agrees that Bank may disclose such documents and information to Borrowers.
- 17. AMENDMENT. This Agreement may be amended or modified only in writing signed by Bank and Owner.
- 18. APPLICATION OF SINGULAR AND PLURAL. In all cases where there is but a single Borrower, then all words used herein in the plural shall be deemed to have been used in the singular where the context and construction so require; and when there is more than one Borrower named herein, or when this Agreement is executed by more than one Owner, the word "Borrowers" and the word "Owner" respectively shall mean all or any one or more of them as the context requires.
- 19. SEVERABILITY OF PROVISIONS. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Agreement.
- 20. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

21. ARBITRATION.

- 21.1 <u>Arbitration</u>. The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise in any way arising out of or relating to this Agreement and its negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination.
- 21.2 Governing Rules. Any arbitration proceeding will (a) proceed in a location in Texas selected by the American Arbitration Association ("AAA"); (b) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (c) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.
- 21.3 <u>No Waiver of Provisional Remedies. Self-Help and Foreclosure</u>. The arbitration requirement does not limit the right of any party to (a) foreclose against real or personal property collateral; (b) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (c) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any:party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (a), (b) and (c) of this paragraph.
- 21.4 Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. The arbitrator will be a neutral attorney licensed in the State of Texas with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of Texas and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.
- 21.5 <u>Discovery</u>. In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

- 21.6 <u>Class Proceedings and Consolidations</u>. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties who have executed this Agreement or any other contract, instrument or document relating to any Indebtedness, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.
- 21.7 <u>Payment Of Arbitration Costs And Fees</u>. The arbitrator shall award all costs and expenses of the arbitration proceeding.
- 21.8 <u>Miscellaneous</u>. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of any of the documents or any relationship between the parties.

Owner warrants that Owner is an organization registered under the laws of Texas.

Owner warrants that its chief executive office (or principal residence, if applicable) is located at the following address: 16225 Park Ten Place, Suite 800, Houston, TX 77084-4936

Owner warrants that the Collateral (except goods in transit) is located or domiciled at the following additional addresses: NONE

NOTICE: THIS DOCUMENT AND ALL OTHER DOCUMENTS RELATING TO THE INDEBTEDNESS CONSTITUTE A WRITTEN LOAN AGREEMENT WHICH REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THE INDEBTEDNESS.

IN WITNESS WHEREOF, this Agreement has been duly executed as of March 5, 2007.

Teix Holdings, Inc.

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Jed/W. Helmcamp, Vice President/Secretary

Exhibit A to Third party Security Agreement Specific Goods Dated March 5, 2007

#	Car	DOT	•
Cars	Numbers	Number	Capacity
	· · · · · · · · · · · · · · · · · · ·		
LAHX	34004	DOT112J340W	34,000 Gal
LAHX	34005	DOT112J340W	34,000 Gal
LAHX	34006	DOT112J340W	34,000 Gal
LAHX	34007	DOT112J340W	34,000 Gal
LAHX	34008	DOT112J340W	34,000 Gal
LAHX	34009	DOT112J340W	34,000 Gal
LAHX	34010	DOT112J340W	34,000 Gal
TEIX	247	DOT112J400W	33,500 Gal
TEIX	248	DOT112J400W	33,500 Gal
TEIX	249	DOT112J400W	33,500 Gal
TEIX	250	DOT112J400W	33,500 Gal
TEIX	251	DOT112J400W	33,500 Gal
TEIX	252	DOT112J400W	33,500 Gal
TEIX	253	DOT112J400W	33,500 Gal
TEIX	36	DOT111A100W1	20,900 Gal
TEIX	38	DOT111A100W1	20,900 Gal
TEIX	39	DOT111A100W1	20,900 Gal
TEIX	40	DOT111A100W1	20,900 Gal
TEIX	2196	DOT111A100W1	20,800 Gal
TEIX	1206	DOT111A100W1	20,900 Gal
TEIX	1208	DOT111A100W1	20,900 Gal
			-
TEIX	30000	DOT111A100W1	30,000 Gal
TEIX	30001	DOT111A100W1	30,000 Gal
TEIX	30002	DOT111A100W1	30,000 Gal
TEIX	30003	DOT111A100W1	30,000 Gal
TEIX	26000	DOT111A100W1	26,600 Gal
TEIX	26001	DOT111A100W1	•
		•	-
TEIX	3216	DOT112J340W	33,700 Gal
TEIX	3208	DOT112J340W	33,700 Gal
TEIX	2370	DOT111A100W3	23.500 Gal
TEIX	2374	DOT111A100W3	•
			•
TEIX	34073	DOT111A100W1	34,000 Gal
TEIX	322	DOT111A100W1	20,900 Gal
TEIX	323	DOT111A100W1	
TEIX	324	DOT111A100W1	•
TEIX	325	DOT111A100W1	20,900 Gal
			-,
TEIX	33300	DOT105A400W	33,500 Gal
TEIX	33301	DOT105A400W	33,500 Gal
TEIX	33302	DOT105A400W	33,500 Gal

Exhibit A to Third party Security Agreement Specific Goods Dated March 5, 2007

	r		-
# Corr	Car Numbers	DOT Number	Canacity
Cars TEIX	33303	DOT105A400W	Capacity 33,500 Gal
TEIX	33303 33304	DOT105A400W	33,500 Gal
TEIX	33305	DOT105A400W	33,500 Gal
TEIX	33306	DOT105A400W	33,500 Gal
TEIX	33307	DOT105A400W	33,500 Gal
TEIX	33308	DOT105A400W	33,500 Gal
TEIX	33309	DOT105A400W	33,500 Gal
	-		00,000 00.
TEIX	17056	DOT105A500W	20,900 Gal
TEIX	17057	DOT105A500W	20,900 Gal
TEIX	17058	DOT105A500W	20,900 Gal
TEIX	17060	DOT105A500W	20,900 Gal
TEIX	17062	DOT105A500W	20,900 Gal
TEIX	17063	DOT105A500W	20,900 Gal
TEIX	17064	DOT105A500W	20,900 Gal
TEIX	17065	DOT105A500W	20,900 Gal
TEIX	17067	DOT105A500W	20,900 Gal
TEIX	20010	DOT111A100W1	20,900 Gal
TEIX	20011	DOT111A100W1	20,900 Gal
TEIX	20012	DOT111A100W1	20,900 Gal
TEIX	20014	DOT111A100W1	20,900 Gal
TEIV	50444		E 0000E
TEIX	58114	Hopper	5,800CF
TEIX	58115	Hopper	5,800CF
TEIX TEIX	58116 58117	Hopper Hopper	5,800CF 5,800CF
TEIX	58118	Hopper	5,800CF 5,800CF
TEIX	58119	Hopper	5,800CF
TEIX	58014	Hopper	5,800CF
TEIX	58015	Hopper	5,800CF
TEIX	58016	Hopper	5,800CF
TEIX	58017	Hopper	5,800CF
TEIX	58018	Hopper	5,800CF
TEIX	58019	Hopper	5,800CF
TEIX	58020	Hopper	5,800CF
TEIX	58021	Hopper	5,800CF
TEIX	58022	Hopper	5,800CF
TEIX	58023	Hopper	5,800CF
TEIX	58024	Hopper	5,800CF
TEIX	58025	Hopper	5,800CF
TEIX	58026	Hopper	5,800CF
TEIX	58027	Hopper	5,800CF
TEIX	58028	Hopper	5,800CF
TEIX	58029	Hopper	5,800CF
TEIX	58030	Hopper	5,800CF
TEIX	58031	Hopper	5,800CF
TEIX	58032	Hopper	5,800CF
TEIX	58033	Hopper	5,800CF
TEIX	58034	Hopper	5,800CF
TEIX	58035	Hopper	5,800CF

Exhibit A to Third party Security Agreement Specific Goods Dated March 5, 2007

#	Car	DOT Number	Consoitu
Cars	Numbers		Capacity
TEIX	58036 58037	Hopper	5,800CF 5,800CF
TEIX TEIX	5803 <i>1</i> 58038	Hopper Hopper	5,800CF 5,800CF
TEIX	58038 58039	Hopper	5,800CF
TEIX	58040	Hopper	5,800CF
TEIX	58040 58041	Hopper	5,800CF
TEIX	58042	Hopper	5,800CF
TEIX	58042	Hopper	5,800CF
TEIX	58043 58044	Hopper	5,800CF
TEIX	58045	Hopper	5,800CF
TEIX	58045 58046	Hopper	5,800CF
TEIX	58047	Hopper	5,800CF
TEIX	58048	Hopper	5,800CF
TEIX	58048 58049	Hopper	5,800CF
IEIX	30043	Tioppei	3,00001
TEIX	1253	DOT111A100W1	20,900 Gal
TEIX	1256	DOT111A100W1	20,900 Gal
1 = 170	1200	501111111101111	20,000 00.
TEIX	30051	DOT111A100W1	33,000 Gal
TEIX	30052	DOT111A100W1	33,000 Gal
TEIX	30053	DOT111A100W1	33,000 Gal
1	••••		00,000 04.
TEIX	33503	DOT112J340W	33,500 Gal
TEIX	33504	DOT112J340W	33,500 Gal
TEIX	33505	DOT112J340W	33,500 Gal
TEIX	33506	DOT112J340W	33,500 Gai
TEIX	33507	DOT112J340W	33,500 Gal
TEIX	33508	DOT112J340W	33,500 Gal
TEIX	33509	DOT112J340W	33,500 Gal
TEIX	33510	DOT112J340W	33,500 Gal
TEIX	33511	DOT112J340W	33,500 Gal
TEIX	33512	DOT112J340W	33,500 Gal
TEIX	33513	DOT112J340W	33,500 Gal
TEIX	33531	DOT112J340W	33,500 Gal
TEIX	33532	DOT112J340W	33,500 Gal
~= <u> </u> \	05000	DOT4444400444	DE 000 O-1
TEIX	25000 25001	DOT111A100W1	9
TEIX		DOT111A100W1	•
TEIX	25002	DOT111A100W1	25,000 Gal
TEIX	25003	DOT111A100W1	•
TEIX	25004	DOT111A100W1	•
TEIX	25012	DOT111A100W1	•
TEIX	25013	DOT111A100W1	25,000 Gal
TEIX	25014	DOT111A100W1	25,000 Gal
TEIX	25018	DOT111A100W1	25,000 Gal
TEIX	33536	DOT112J340W	33,500 Gal
TEIX	33537	DOT112J340W	33,500 Gal
TEIX	33538	DOT112J340W	33,500 Gai
TEIX	33539	DOT112J340W	33,500 Gal
TEIX		DOT112J340W	33,500 Gal
ICIA	33540	UU 1 1 12334UVV	oo,ouu Gal

Exhibit A to Third party Security Agreement Specific Goods Dated March 5, 2007

#	Car	DOT	•
Cars	Numbers	Number	Capacity
02.0		110111001	Cupacity
TEIX	26012	DOT111A100W1	26,500 Gal
TEIX	26013	DOT111A100W1	26,500 Gal
TEIX	26014	DOT111A100W1	26,500 Gal
TEIX	26015	DOT111A100W1	26,500 Gal
TEIX	26016	DOT111A100W1	26,500 Gal
TEIX	26017	DOT111A100W1	26,500 Gal
TEIX	26018	DOT111A100W1	26,500 Gal
TEIX	26019	DOT111A100W1	26,500 Gal
TEIX	26020	DOT111A100W1	26,500 Gal
TEIV	2440	DOT444 \$400\\$40	00 500 0-1
TEIX	3119	DOT111A100W3	23,500 Gal
TEIX	3122	DOT111A100W3	23,500 Gal
TEIX	25020	DOT211A100W1	25,500 Gal
TEIX	25019	DOT211A100W1	25,500 Gal
1 = (200.0		20,000 00.
TEIX	58248	Hopper	5,820CF
TEIX	58283	Hopper	5,820CF
TEIX	33400	DOT112J400W	33,500 Gai
TEIX	33401	DOT112J400W	33,500 Gal
TEIX	33402	DOT112J400W	33,500 Gal
TEIX	33403	DOT112J400W	33,500 Gal
TEIX	33404	DOT112J400W	33,500 Gal
TEIX	33405	DOT112J400W	33,500 Gal
TEIX	33406	DOT112J400W	33,500 Gal
TEIX TEIX	33407	DOT112J400W DOT112J400W	33,500 Gal 33,500 Gal
TEIX	33408 33409	DOT112J400W	33,500 Gal
I LIX	33703	DOTT1234001V	33,300 Gai
TEIX	20304	DOT111A100W1	26,000 Gal
TEIX	20305	DOT111A100W1	26,000 Gal
TEIX	20306	DOT111A100W1	26,000 Gal
TEIX	20307	DOT111A100W1	26,000 Gal
TEIX	1274	DOT111A100W1	20,600 Gal
TEIX	1275	DOT111A100W1	20,600 Gal
TEIX	33429	DOT112J400W	33,500 Gal
TEIX	33430	DOT112J400W	33,500 Gal
TEIX	33431	DOT112J400W	33,500 Gal
TEIX	33432	DOT112J400W	33,500 Gal
TEIX	33433	DOT112J400W	33,500 Gal
. —			
TEIX	146	DOT111A100W1	20,900 Gal
TEW	20552	DOT440 104014	00.000.0
TEIX	33553	DOT112J340W	33,600 Gal
TEIX	33554	DOT112J340W	33,600 Gal
TEIX	33555	DOT112J340W	33,600 Gal
TEIX	33556	DOT112J340W	33,600 Gal

Exhibit A to Third party Security Agreement Specific Goods Dated March 5, 2007

# Cars	Car Numbers	DOT Number	Conneity
TEIX		DOT112J340W	Capacity 33,600 Gal
IEIX	33557	DOTT12334099	33,600 Gai
TEIX	33558	DOT112J340W	33,600 Gal
TEIX	33559	DOT112J340W	33,600 Gal
TEIX	33560	DOT112J340W	33,600 Gal
TEIX	33561	DOT112J340W	33,600 Gal
TEIX	33562	DOT112J340W	33,600 Gal
TEIX	33565	DOT112J340W	33,600 Gal
TEIX	33566	DOT112J340W	33,600 Gal
TEIX	33567	DOT112J340W	33,600 Gal
TEIV	4040	DOT444.8400344	00 000 0-1
TEIX TEIX	1243 1244	DOT111A100W1	20,900 Gal
IEIA	1244	DOTTIAIOOWT	20,900 Gal
TEIX	30057	DOT112J340W	30,600 Gal
,			00,000 04.
TEIX	30068	DOT112J340W	30,000 Gal
TEIX	30069	DOT112J340W	30,000 Gal
TEIX	30070	DOT112J340W	30,000 Gal
TEIX	30071	DOT112J340W	30,000 Gal
TEIX	30072	DOT112J340W	30,000 Gal
TEIX	30073	DOT112J340W	30,000 Gal
TEIX	30074	DOT112J340W	30,000 Gal
TEIX	30075	DOT112J340W	30,000 Gal
TEIX	30076	DOT112J340W	30,000 Gal
TEIX	30077	DOT112J340W	30,000 Gal
TEIX TEIX	30078 30079	DOT112J340W DOT112J340W	30,000 Gal 30,000 Gal
TEIX	30075	DOT112J340W	30,000 Gal
TEIX	30081	DOT112J340W	30,000 Gal
TEIX	30082	DOT112J340W	30.000 Gal
 .	-		00,000 00.
TEIX	33568	DOT112J340W	33,600 Gal
TEIX	33569	DOT112J340W	33,600 Gal
TEIX	33570	DOT112J340W	33,600 Gal
TEIX	33571	DOT112J340W	33,600 Gal
TEIX	33572	DOT112J340W	33,600 Gal
TEIX	33573	DOT112J340W	33,600 Gal
TEIX TEIX	33574 33575	DOT112J340W DOT112J340W	33,600 Gal 33,600 Gal
TEIX	33576	DOT112J340W	33,600 Gai
TEIX	33577	DOT112J340W	33,600 Gal
TEIX	33578	DOT112J340W	33,600 Gal
TEIX	33579	DOT112J340W	33,600 Gal
TEIX	33580	DOT112J340W	33,600 Gal
TEIX	33581	DOT112J340W	33,600 Gal
TEIX	33582	DOT112J340W	33,600 Gal
TEIX	33583	DOT112J340W	33,600 Gal
TEIX	33584	DOT112J340W	33,600 Gal
TEIX	30088	DOT11A100W1	30,000 Gal

Exhibit A to Third party Security Agreement Specific Goods Dated March 5, 2007

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# Cars	Car Numbers	DOT Number	Capacity
TEIX	30090	DOT11A100W1	30,000 Gal
IEIA	30090	DOTTIATOOVI	30,000 Gai
TEIX	34075	DOT105J300W	34,000 Gal
TEIX	34076	DOT105J300W	34,000 Gal
TEIX	34077	DOT105J300W	34,000 Gal
TEIX	34078	DOT105J300W	34,000 Gal
TEIX	34079	DOT105J300W	34,000 Gal
TEIX	34080	DOT105J300W	34,000 Gal
TEIX	34081	DOT105J300W	34,000 Gal
TEIX	34082	DOT105J300W	34,000 Gal
TEIX	34083	DOT105J300W	34,000 Gal
TEIX	34084	DOT105J300W	34,000 Gal
		DOT4444400144	00 000 0-1
TEIX	30084	DOT111A100W1	30,000 Gal
TEIX	30085	DOT111A100W1	30,000 Gal
TEIX	30091 30092	DOT111A100W1	30,000 Gal 30,000 Gal
TEIX TEIX	30092	DOT111A100W1	30,000 Gal
TEIX	30095	DOT111A100W1	30,000 Gal
TEIX	30100	DOT111A100W1	30,000 Gal
TEIX	30102	DOT111A100W1	30,000 Gal
TEIX	30103	DOT111A100W1	30,000 Gal
TEIX	30104	DOT111A100W1	30,000 Gal
TEIX	23549	DOT111A100W3	23,500 Gal
TEIX	23550	DOT111A100W3	23,500 Gal
TEIX	23551	DOT111A100W3	23,500 Gal
TEIX	23552	DOT111A100W3	23,500 Gal
TEIX	23553	DOT111A100W3	23,500 Gal
TEIX	23554	DOT111A100W3	23,500 Gal
TEIX	23555 23556	DOT111A100W3 DOT111A100W3	23,500 Gal 23,500 Gal
TEIX TEIX	2355 0 23557	DOT111A100W3	23,500 Gal
TEIX	23558	DOT111A100W3	23,500 Gal
TEIX	23559	DOT111A100W3	23,500 Gal
1 201			20,000 00.
TEIX	25027	DOT111A100W3	23,500 Gal
TEIX	25028	DOT111A100W3	23,500 Gal
TEIX	25029	DOT111A100W3	23,500 Gal
TEIX	25030	DOT111A100W3	23,500 Gal
TEIX	25031	DOT111A100W3	23,500 Gal
TEIX	1257	DOT111A100W1	20,600 Gal
TEIX	1258	DOT111A100W1	20,600 Gal
TEIX	1259	DOT111A100W1	20,600 Gal
TEIX	1260	DOT111A100W1	20,600 Gai
TEIX	25047	DOT111A100W1	25,500 Gal
TEIX	2504 <i>1</i> 25048	DOT111A100W1	25,500 Gai
TEIX	25049	DOT111A100W1	25,500 Gal
TEIX	25050	DOT111A100W1	25,500 Gal
			20,000 001

Exhibit A to Third party Security Agreement Specific Goods Dated March 5, 2007

		202	
#	Car Numbers	DOT	Consolitu
Cars	Numbers	Number	Capacity
TEIX	25052	DOT111A100W1	25,500 Gal
TEIX	34081	DOT105J300W	34,000 Gal
TEIX	34082	DOT105J300W	34,000 Gal
TEIX	34083	DOT105J300W	34,000 Gal
TEIX	34084	DOT105J300W	34,000 Gal
TEW	0.4075	DOTAGE ISSONAL	04.000.0-1
TEIX	34075	DOT105J300W	34,000 Gal
TEIX	34076	DOT105J300W	34,000 Gal
TEIX	34077	DOT105J300W	34,000 Gal
TEIX	34078	DOT105J300W	34,000 Gal
TEIX	34080	DOT105J300W	34,000 Gal
TEIX	34078	DOT105J300W	34,000 Gal
TEIX	33585	DOT112J340W	33,500 Gal
TEIX	33586	DOT112J340W	33,500 Gal
TEIX	33587	DOT112J340W	33,500 Gal
			•
TEIX	30107	DOT111A100W1	30,000 Gal
TEIX	30108	DOT111A100W1	30,000 Gal
TEIX	30109	DOT111A100W1	30,000 Gal
TEIX	30110	DOT111A100W1	30,000 Gal
TEIX	30111	DOT111A100W1	30,000 Gal
TEIX	30112	DOT111A100W1	30,000 Gal
TEIX	30113	DOT111A100W1	30,000 Gal
TEIX	30116	DOT111A100W1	30,000 Gal
TEIX	30117	DOT111A100W1	30,000 Gal
TEIX	2277	DOT111A100W1	20,000 Gal
TEIX	2278	DOT111A100W1	20,000 Gal
TEIX	2279	DOT111A100W1	20,000 Gal
TEIX	2280	DOT111A100W1	20,000 Gal
TEIX	2281	DOT111A100W1	20,000 Gai
TEIX	2282	DOT111A100W1	20,000 Gai
TEIX	2283	DOT111A100W1	20,000 Gal
TEIX	2284	DOT111A100W1	20,000 Gal
TEIX	2285	DOT111A100W1	20,000 Gal
TEIX	2286	DOT111A100W1	20,000 Gal
TEIX	2287	DOT111A100W1	20,000 Gal
TEIX	2288	DOT111A100W1	20,000 Gal
TEIX	2289	DOT111A100W1	20,000 Gal
TEIX	2290	DOT111A100W1	20,000 Gal
TEIX	2291	DOT111A100W1	20,000 Gal
TEIX	2292	DOT111A100W1	20,000 Gal
TEIX	2293	DOT111A100W1	20,000 Gai
TEIX	2294	DOT111A100W1	20,000 Gal
TEIV	25057	DOT4444400444	05 500 0 :
TEIX	25057 25059	DOT111A100W1	25,500 Gal
TEIX	25058	DOT111A100W1	25,500 Gal

Exhibit A to Third party Security Agreement Specific Goods Dated March 5, 2007

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#	Car	DOT	
Cars	Numbers	Number	Capacity
TEIX	25059	DOT111A100W1	25,500 Gal
TEIX	25060	DOT111A100W1	25,500 Gal
TEIX	25061	DOT111A100W1	25,500 Gal
TEIX	25062	DOT111A100W1	25,500 Gal
TEIX	25063	DOT111A100W1	25,500 Gal
TEIX	25064	DOT111A100W1	25,500 Gal
TEIX	25065	DOT111A100W1	25,500 Gal
TEIX	25066	DOT111A100W1	25,500 Gal
TEIX	25067	DOT111A100W1	25,500 Gal
TEIX	25068	DOT111A100W1	25,500 Gal
TEIX	25069	DOT111A100W1	25,500 Gal
TEIX	25070	DOT111A100W1	25,500 Gal
TEIX	25071	DOT111A100W1	25,500 Gal
TEIX	25072	DOT111A100W1	25,500 Gal
, LIX		BOTTIAIOUTT	20,000 Cai
TEIX	25073	DOT111A100W1	25,500 Gal
TEIX	25075	DOT111A100W1	25,500 Gal
TEIX	25078	DOT111A100W1	25,500 Gal
			•
TEIX	25084	DOT211A100W1	25,500 Gal
TEIX	2257	DOT111A100W1	20,500 Gal
TEIX	16115	DOT111A100W3	16,000 Gal
TEIX	16116	DOT111A100W3	16,000 Gal
TEIX	16117	DOT111A100W3	16,000 Gal
TEIX	16118	DOT111A100W3	16,000 Gal
TEIX	16119	DOT111A100W3	16,000 Gal
TEIX	16120	DOT111A100W3	16,000 Gai
TEIX	16121	DOT111A100W3	16,000 Gal
TEIX	16122	DOT111A100W3	16,000 Gal
• =•			.0,500 02.
TEIX	33591	DOT112J340W	33,700 Gal
TEIX	33592	DOT112J340W	33,700 Gal
TEIX	33593	DOT112J340W	33,700 Gal
TEIX	33597	DOT112J340W	33,700 Gal
TEIX	33598	DOT112J340W	33,700 Gai
TEIX	33603	DOT112J340W	33,700 Gal
TEIX	33604	DOT112J340W	33,700 Gal
TEIX	33605	DOT112J340W	33,700 Gal
TEIX	33606	DOT112J340W	33,700 Gal
TEIX	33607	DOT112J340W	33,700 Gal
TEIX	2199	DOT111A100W1	20,500 Gal
-	-		
TEIX	22040	DOT111A100W1	20,800 Gal
TEIX	1247	DOT1114400W4	20 000 0-1
TEIX	1247 1248	DOT111A100W1	20,900 Gal
IEIA	1240	DOLLI HA 100W1	20,900 Gal

Exhibit A to Third party Security Agreement Specific Goods Dated March 5, 2007

#	Car	DOT	
Cars	Numbers	Number	Capacity
TEIX	25091	DOT211A100W1	25,500 Gal
TEIX	25092	DOT211A100W1	25,500 Gal
TEIX	25093	DOT211A100W1	25,500 Gal
TEIX	25094	DOT211A100W1	25,500 Gal
TEIX	25095	DOT211A100W1	25,500 Gal
TEIX	25096	DOT211A100W1	25,500 Gal
TEIX	25097	DOT211A100W1	25,500 Gal
TEIX	25098	DOT211A100W1	25,500 Gal
TEIX	25099	DOT211A100W1	25,500 Gal
TEIX	25100	DOT211A100W1	25,500 Gal
TEIX	30124	DOT111A100W1	30,000 Gal
TEIX	30125	DOT111A100W1	30,000 Gal
TEIX	30126	DOT111A100W1	30,000 Gal
TEIX	30127	DOT111A100W1	30,000 Gal
TEIX	30128	DOT111A100W1	30,000 Gal
TEIX	30129	DOT111A100W1	30,000 Gal
TEIX	30130	DOT111A100W1	30,000 Gal
TEIX	30131	DOT111A100W1	30,000 Gal
TEIX	30143	DOT111A100W1	30,000 Gal
TEIX	30149	DOT111A100W1	30,000 Gal
TEIX	344	DOT111A100W3	20,600 Gal
TEIX	345	DOT111A100W3	20,600 Gal
TEIX	23566	DOT111A100W1	23,500 Gal
TEIX	23567	DOT111A100W1	23,500 Gal
TEIX	25116	DOT111A100W1	25,500 Gal
TEIX	25117	DOT111A100W1	25,500 Gal
TEIX	25118	DOT111A100W1	25,500 Gal
TEIX	25119	DOT111A100W1	25,500 Gal
TEIX	25122	DOT111A100W1	25,500 Gal
TEIX	25135	DOT111A100W1	25,500 Gal
TEIX	25136	DOT111A100W1	25,500 Gal
TEIX	25137	DOT111A100W1	25,500 Gal
TEIX	25138	DOT111A100W1	25,500 Gal
TEIX	25139	DOT111A100W1	25,500 Gal
TEIX	30156	DOT111A100W1	30,000 Gal
TEIX	30157	DOT111A100W1	30,000 Gal
TEIX	30158	DOT111A100W1	30,000 Gai
TEIX	30159	DOT111A100W1	30,000 Gal
TEIX	30160	DOT111A100W1	30,000 Gal
TEIX	30173	DOT111A100W1	30,000 Gal
TEIX	30174	DOT111A100W1	30,000 Gal
TEIX	30175	DOT111A100W1	30,000 Gal
TEIX	30176	DOT111A100W1	30,000 Gal
TEIX	30177	DOT111A100W1	30,000 Gal

Exhibit A to Third party Security Agreement Specific Goods Dated March 5, 2007

#	Car	DOT	•
Cars	Numbers	Number	Capacity
TEIX	33619	DOT112A340W	33,600 Gal
TEIX	33621	DOT112A340W	33,600 Gal
TEIX	33622	DOT112A340W	33,600 Gal
TEIX	33623	DOT112A340W	33,600 Gal
TEIX	33624	DOT112A340W	33,600 Gal
TEIX	33625	DOT112A340W	33,600 Gal
TEIX	33626	DOT112A340W	33,600 Gal
TEIX	33627	DOT112A340W	33,600 Gal
TEIX	33628	DOT112A340W	33,600 Gal
TEIX	33630	DOT112A340W	33,600 Gai
TEIX	33631	DOT112A340W	33,600 Gal
TEIX	33632	DOT112A340W	33,600 Gal
TEIX	33633	DOT112A340W	33,600 Gal
TEIX	33634	DOT112A340W	33,600 Gal
TEIX	33635	DOT112A340W	33,600 Gal
TEIX	33636	DOT112A340W	33,600 Gal
TEIX	33637	DOT112A340W	33,600 Gal
TEIX	33638	DOT112A340W	33,600 Gal
TEIX	33644	DOT112A340W	33 600 Cal
TEIX	33646	DOT112A340W	33,600 Gal 33,600 Gal
TEIX	33648	DOT112A340W	33,600 Gal
TEIX	33651	DOT112A340W	33,600 Gal
TEIX	33653	DOT112A340W	33,600 Gal
TEIX	33654	DOT112A340W	33,600 Gal
TEIX	33655	DOT112A340W	33,600 Gal
TEIX	33656	DOT112A340W	33,600 Gal
TEIX	33657	DOT112A340W	33,600 Gal
TEIX	33658	DOT112A340W	33,600 Gal
TEIX	33659	DOT112A340W	33,600 Gal
TEIX	33662	DOT112A340W	33,600 Gal
TEIX	33663	DOT112A340W	33,600 Gal
TEIX	33664	DOT112A340W	33,600 Gal
TEIX	33668	DOT112A340W	33,600 Gal
TEIX	33670	DOT112A340W	33,600 Gal
TEIX	33674	DOT112A340W	33,600 Gal
TEIX	33671	DOT112A340W	33,600 Gal
TEIX	33672	DOT112A340W	33,600 Gal
TEIX	33675	DOT112A340W	33,600 Gai
TEIX	33676	DOT112A340W	33,600 Gal
TEIX	33677	DOT112A340W	33,600 Gal
TEIX	33678	DOT112A340W	33,600 Gal
TEIX	33679	DOT112A340W	33,600 Gal
TEIX	33680	DOT112A340W	33,600 Gal
TEIX	33681	DOT112A340W	33,600 Gal
TEIX	33682	DOT112A340W	33,600 Gal
TEIX	33685	DOT112A340W	33,600 Gal
TEIX	33688	DOT112A340W	33,600 Gai

Exhibit A to Third party Security Agreement Specific Goods Dated March 5, 2007

# Cars	Car Numbers	DOT Number	Capacity
TEIX	33702	DOT112A340W	33,600 Gai
TEIX	33703	DOT112A340W	33,600 Gal
TEIX	33704	DOT112A340W	33,600 Gal
TEIX	33706	DOT112A340W	33,600 Gal
TEIX	33707	DOT112A340W	33,600 Gal
TEIX	33708	DOT112A340W	33,600 Gal

445 GR TOTALS